

partner of the Borrower, containing a profit and loss statement and all supporting schedules covering the operation of the Premises, all in reasonable detail, prepared in accordance with generally accepted accounting standards consistently applied, together with a sworn statement of the Borrower regarding tenants and leases as more fully described in Paragraph 1.07(c) hereof; and the Borrower will furnish to the Lender, within sixty (60) days after each quarter of Borrower's fiscal year, unaudited statements, certified by the Borrower's principal financial or accounting officer, covering such financial matters as the Lender may reasonably request, including, without limitation, monthly operating statements with respect to the Premises.

1.14 Limit of Validity. If from any circumstances whatsoever, fulfillment of any provision of this Mortgage or of the Note, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this Paragraph 1.14 shall control every other provision of this Mortgage and of the Note.

1.15 No Default Affidavits. At the Lender's request, all payments made under the Note or hereunder shall be accompanied by the affidavit of the Borrower or a principal financial or accounting officer of the Borrower, dated within five (5) days of the delivery of such payment to the Lender, swearing that he

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